

TERMS AND CONDITIONS OF BUSINESS

1. THE PARTIES

1.1 "the Seller" means Queue-Safe Limited (Company Number 8150117) and includes their sub-contractors and employees

1.2 "the Customer" means the person, firm, company or organisation that orders the Products or Services pursuant to these Conditions.

2. DEFINITIONS

In these Conditions:

"Conditions" means these terms and conditions of business.

"Intellectual Property Rights" means any copyright, design right, registered design, trade mark whether registered or not, right of confidentiality or any other similar right whether arising in the United Kingdom or elsewhere in the world.

"Product" means the goods supplied by the seller to the Customer appearing in the Seller's brochure or elsewhere under the order placed by the Customer on the basis of these terms.

"Services" means the services supplied by the Seller to the Customer appearing in the Seller's brochure or elsewhere under the order placed by the Customer on the basis of these terms.

"the Customer's Materials" means all materials delivered to the Seller by the Customer.

3. APPLICATION

3.1 The Seller and the Customer shall contract subject to these Conditions which shall govern their relationship to the exclusion of any other terms and conditions whether oral, or contained or referred to in the Customer's order, or in correspondence, or elsewhere, or implied by trade custom, practice or course of dealing, or by statute and any purported provisions to the contrary are hereby excluded.

3.2 These Conditions supersede all previous agreements and understandings (if any) between the parties and all representations made with respect thereto.

3.3 No variation of these Conditions shall be binding upon the Seller unless made in writing and signed for and on behalf of the Seller.

3.4 All quotations and tenders are subject to withdrawal or amendment at any time prior to the Seller's acceptance of the Customer's order.

4. PRICES

4.1 The Seller will not be bound by any estimate given until they have received complete instructions and have had sight of and accepted the Customer's order.

4.2 The Seller shall not be bound by any clerical or arithmetical errors in any price list Invoice statement quotation or other documentation whatsoever.

4.3 Unless otherwise agreed in writing by the Seller, payment of the Seller's invoices shall be made no later than 30 days from the date of invoice.

4.4 If the Customer fails to make payment on the due date, the Seller shall be entitled to charge the Customer interest at the annual rate of 4% above the base rate of Barclays Bank PLC, from time to time. This sub-condition shall continue to apply

notwithstanding that the Seller obtains judgment against the Customer.

The Seller shall have a lien over the products supplied against payment of all sums due to them by the Customer from time to time and shall be entitled to withhold delivery or part delivery until payment in full is made.

If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend any further deliveries to the Customer.

The Seller may require the Customer to pay a deposit at the time the order is placed. Furthermore, if in the opinion of the Seller, the creditworthiness of the Customer shall have deteriorated prior to delivery, the Seller may require full or partial payment of the price prior to delivery.

Where the Products are delivered in instalments the Seller shall be entitled to invoice each instalment as and when delivery has been made and payment shall be due in accordance with clause 4.3 notwithstanding non-delivery of other instalments.

The Customer shall not be entitled to withhold payment of any disputed claim by the Customer against the Seller nor shall the Customer be entitled to set off against any amount payable any monies which are not presently payable by the Seller or for which the Seller dispute liability.

5. ORDERS

There is no minimum sales order value but orders must be of quantities as stated in the brochure.

6. RISK/TITLE

6.1 The Products are at the risk of the Customer from despatch.

6.2 Ownership of the Products shall not pass to the Customer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Products; and

6.2.2 all other sums which are or which become due to the Seller from the Customer on any account.

6.3 Until ownership of the Products has passed to the Customer, the Customer must:

6.3.1 hold the Products on a fiduciary basis as the Seller's bailee;

6.3.2 store the Products (at no cost to the Seller) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;

6.3.4 maintain the Products in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customer shall produce the policy of insurance to the Seller; and

6.3.5 hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Seller and not mix them with any other money,

nor pay the proceeds into an overdrawn bank account.

6.4 The Seller shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Seller.

6.5 The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

7. DELIVERY

7.1 Delivery shall be deemed to take place: By the Seller delivering the Products to the Customers nominated place of delivery.

7.2 The Seller shall endeavour to fulfil all orders which may from time to time be placed with it by the Customer and shall endeavour to comply with delivery dates quoted but the time for the delivery shall not be of the essence and failure by the Seller to make delivery on any particular date shall not entitle the Customer to terminate the contract with the Seller or refuse the delivery or to claim for any expenses loss of profits or other consequential losses whatsoever.

7.3 Where the order is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of one or more of the instalments shall not entitle the Customer to treat the order as a whole as repudiated or cancelled.

8. INTERVENING EVENTS

8.1 The Seller shall not be liable for any breach of contract caused by the Seller's inability to provide Products or articles required for the performance of the contract or caused directly or indirectly by anything outside the Seller's reasonable control including without limitation to the generality of the foregoing, war, hostilities, government action, breakdown, delay in transportation, any form of labour dispute, fire, flood or act of God.

9. INSOLVENCY AND BREACH:

9.1 The Customer's right to possession of the Products shall terminate immediately, and the Seller, without limiting any of their other rights or remedies available, may immediately suspend the performance of any order placed by the Customer and shall be entitled to charge the Customer, and the Customer shall immediately become liable to pay, for Products supplied (whether completed or not) including the cost of any materials purchased on behalf of the Customer, if

9.1.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation

(whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

9.1.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the contract or any other contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade.

10. SELLER'S LIABILITIES

10.1 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

10.1.1 any breach of these Conditions; and

10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

10.4 Subject to sub-clauses 10.2 and 10.3:

10.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the sum payable by the Customer to the Seller under the order; and

10.4.2 the Seller shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

10.5 All emails and any attachments, graphics, web pages or Design Work produced or

sent by the Seller has been scanned for viruses, but it is the Customer's responsibility to conduct their own security measures and no responsibility is accepted by the Seller for loss or damage arising from the receipt or use of any such item.

11. CUSTOMER'S WARRANTY & INDEMNITY

11.1 The Seller may refuse to work or supply Products to or upon any of the Customer's Materials which in their opinion contains any defamatory or obscene matter or may infringe any Intellectual Property Rights of any third party.

11.2 The Customer warrants to the Seller that it owns the Customer's Materials and all Intellectual Property Rights in them and that the Customer's Materials do not infringe any Intellectual Property Rights of any third party and would not if used in relation to the sale of any Products or the provision of any Services infringe any Intellectual Property Rights of any third party.

11.3 The Customer warrants to the Seller that the Customer's communication by e mail are virus free and the Customer shall indemnify the Seller and keep them indemnified in respect of all costs, claims, liabilities and expenses to which the Seller may be subject as a result of any breach of this condition

11.4 The Customer shall indemnify the Seller and keep them indemnified in respect of all costs, claims, liabilities and expenses to which the Seller may be subject as a result of any claim that any of the Customer's communications by e mail contains any defamatory or obscene matter or infringes any Intellectual Property Rights of any third party. The indemnity shall extend (without limitation) to any amount paid on a lawyer's advice in settlement of any such claim and to the Seller's legal costs.

12. QUALITY

12.1 Where the Seller is not the manufacturer of the Products, the Seller will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Seller.

12.2 The Seller warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 12 months from the date of despatch, the Products will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

12.3 The Seller shall not be liable for a breach of the warranty in condition 12.2 unless:

12.3.1 the Customer gives written notice of the defect to the Seller, and (if the defect is as a result of damage in transit) to the carrier, within 7 days of the time when the Customer discovers or ought to have discovered the defect; and

12.3.2 the Seller is given a reasonable opportunity after receiving the notice of examining such Products and the Customer (if asked to do so by the Seller) returns such Products to the Seller's place of business for the examination to take place there.

12.4 The Seller shall not be liable for a breach of the warranty in condition 12.2 if:

12.4.1 the Customer makes any further use of such Products after giving such notice; or

12.4.2 the defect arises because the Customer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

12.4.3 the Customer alters or repairs such Products without the written consent of the Seller.

12.4.4 the Customer is in breach of these conditions or any other contract with the Seller.

12.5 Subject to conditions 12.3 and 12.4, if any of the Products do not conform with the warranty in condition 12.2 the Seller shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the *pro rata* contract rate provided that, if the Seller so requests, the Customer shall, at the Seller's expense, return the Products or the part of such Products which is defective to the Seller.

12.6 If the Seller complies with sub-clause 12.5 it shall have no further liability for a breach of the warranty in condition 12.2 in respect of such Products.

13. INVALIDITY OF PART

13.1 In the event of any provision of these Conditions being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of these Conditions which shall remain in full force and effect.

14. HEADINGS

14.1 The headings contained in these Conditions do not form part of them and such headings shall be ignored in construing each of the conditions herein contained.

15. PARTIES

15.1 Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons

15.2 References to the masculine include the feminine and vice versa

15.3 References to the singular include the plural and vice versa

16. NOTICES

16.1 Any notice consent or the like required to be given under these Conditions shall be in writing and sent by registered post to the address of the other party as herein set out or at such changed address as shall for that purpose be notified to the other and every such notice consent or the like shall be deemed to have been given three days after transmission at the address to which it was sent.

17. JURISDICTION

17.1 These Conditions shall be construed according to and be governed by English law and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.